to the conditions of the country and existing legislation, *Soon King* v. *Crowley,* 113 U. S. 703. See also *Williams* v. *Mississippi,* 170 U. S. 213, and *Pope* v. *Williams,* 193 U. S. 621.

EQUITY—INJUNCTION TO PREVENT DISCLOSURE OF SECRET PROCESS.—Plaintiffs, manufacturers of size by a secret process, sought to enjoin defendant, a former employee, from using the secret process or any part thereof himself, and from disclosing to any other person or firm any information with respect thereto. *Held,* that equity will enjoin an ex-employee from using or divulging trade secrets of his former employer which such employee has become acquainted with during a term of confidential employment. *Amber Size & Chemical Co.* v. *Menzel* [1913] 2 Ch. 239.

The law is well settled, both in this country and in England, that where there has been an express contract by the former employee that he will not disclose, equity will enforce performance of this contract by injunction. *Thum Co.* v. *Tloczynski,* 114 Mich. 149, 38 L. R. A. 200, *Taylor Iron & Steel Co.* v. *Nichols,* 70 N. J. Eq. 541, 65 Atl. 695. Where there is no express contract, but one is implied merely from the confidential relationship, there seems to be no doubt that the same rule applies: *Tuck & Sons* v. *Priester,* 19 Q. B. D. 629; *Mahler* v. *Sanche,* 121 Ill. App. 247; *Morison* v. *Moat,* 9 Hare 241; *Robb* v. *Green* [1895] 2 Q. B. 1. One of the defenses which the ex-servant interposed in the principal case was that the court should not enjoin the use of a secret process, the particulars of which it does not know, as it would have no means of enforcing the injunction, and if the secrets were disclosed during the trial, this would render the injunction nugatory, as suggested by Lord ELDON in *Newbery* v. *James,* 2 Mer. 446, and *Williams* v. *Williams,* 3 Mer. 157. Commenting on this defense, the court says that the plaintiff has made it more difficult for his opponents as well as the court, by not disclosing the secret processes. But if the defendant should disregard the injunction, the plaintiffs could then, under proper safeguards to protect them from disclosure, reveal the details of the processes to the court. In *Stone* v. *Goss,* 65 N. J. Eq. 756, 55 Atl. 736, the same defense was interposed, but the court met the difficulty by taking testimony *in camera,* and printing only enough copies of that portion of the evidence to supply the members of the court; the court held that such a disclosure was no publication to the world, and although it may have endangered the complainants' secret, it did not deprive them of the right to enjoin the defendants from making use of it. And in *Taylor Iron & Steel Co.* v. *Nichols, supra,* when the defendant, in cross-examining plaintiff's witnesses, asked questions, which, if answered, would have disclosed the secrets, the same court held that the questions need not be answered since completing the answers would defeat the very purpose of the suit. The desire of the complainants not to disclose the secrets should be respected, for the complainants need only satisfy the court that they have such a secret as equity should aid them in preserving. The court in the principal case evidently went on the same ground, for there the plaintiff was not forced to disclose the secrets, having proved to the court by a sufficiency of evidence that he had secrets which equity should aid him in keeping.